Maine, and Iowa, provides that the consent of a divorced parent is not requisite to an adoption. See STIMSON, AMERICAN STATUTE LAW, § 6642. The abrogation is valid, therefore, on the statute. The case is interesting as bringing out clearly that the effect of the statute is to create a status, rather than a contractual relation. The relation of parent and child is a status, and by adoption a status is created which approximates this relation. See *Sewall* v. *Roberts*, 115 Mass. 262, 276. The tendency of what cases there are on abrogation of adoption has been to minimize the importance of consent of the parties. Unless required by statute, consent of the natural parents is not necessary to adoption. *Clarkson* v. *Hatton*, 143 Mo. 47, 54. It must follow that consent would not be essential to an abrogation under such a statute.

INTERSTATE COMMERCE — CONTROL BY STATES — RAILROAD REGULATION: EFFECT OF CARMACK AMENDMENT ON STATE STATUTE REQUIRING CARRIERS TO TRACE SHIPMENTS. — A state statute required any carrier, whether initial, intermediate, or terminal, over whose line goods were routed to trace the goods and ascertain on which carrier's line they had been lost or damaged, and report to the shipper within forty days from the time demand was made. For failure so to report it made the carrier liable for the full amount of the damage to the goods, and in addition a penalty of fifty dollars; provided that if the carrier could show that by the exercise of due diligence the information could not be acquired then the carrier should be discharged. The shipper sued the terminal carrier. *Held*, that the statute is constitutional and is not affected by the Carmack Amendment. *Du Pre* v. *Columbia, etc. R. Co.*, 79 S. E. 310 (S. C.).

A statute similar to this was held constitutional before the passage of the Carmack Amendment on the ground that it fell within that class of legislation where the jurisdiction of the state is concurrent with the federal government in aid of interstate commerce, until Congress has acted. *Skipper* v. *Seaboard, etc. Ry.*, 75 S. C. 276, 55 S. E. 454, 7 L. R. A. N. S. 388 and note, S. C. 20 HARV. L. REV. 420. *Cf. Atlantic, etc. R. Co.* v. *Mazursky*, 216 U. S. 122, 30 Sup. Ct. 378; *Chicago, etc. Ry. Co.* v. *Solan*, 169 U. S. 133, 18 Sup. Ct. 289. But *cf. Central of Georgia R. Co.* v. *Murphey*, 196 U. S. 194, 25 Sup. Ct. 218; *Venning* v. *Atlantic C. L. R. Co.*, 78 S. C. 42, 58 S. E. 983. See note to *Atlantic C. L. R. Co.* v. *Riverside Mills*, 55 L. Ed. 167. Although it may be urged that the decisions have gone too far in allowing a state to regulate commerce where one uniform system is possible, it seems clear that in the absence of the Carmack Amendment the statute under discussion would have been held constitutional. The question now arises whether this field is covered by the Carmack Amendment which makes the initial carrier liable to the shipper for damage to or loss of goods shipped, but provides that this shall not deprive the shipper of any remedy which he had under the existing law. Amendment, June 29, 1906, c. 3591, § 7, 34 STAT. AT LARGE, 595, to Interstate Commerce Act, Feb. 4, 1887, c. 104, § 20, 24 STAT. AT LARGE, 386. This amendment certainly exhibits an intention on the part of Congress to take control of the entire situation and to make the remedies of the shipper against the carrier uniform throughout the United States. *Atlantic C. L. R. Co.* v. *Riverside Mills*, 219 U. S. 186, 31 Sup. Ct. 164; *Galveston, etc. R. Co.* v. *Wallace*, 223 U. S. 481, 32 Sup. Ct. 205; *Adams Express Co.* v. *Croninger*, 226 U. S. 491, 33 Sup. Ct. 148, S. C. discussed in 26 HARV. L. REV. 456. Under it a state statute prohibiting a railroad from limiting its liability is held to be superseded. *Adams Express Co.* v. *Croninger*, *supra*. The statute in the principal case is held inoperative so far as it applies to initial carriers. *Meetze* v. *Southern Express Co.*, 91 S. C. 379, 74 S. E. 823. However, whatever else the proviso in the Carmack Amendment may mean, it would seem to preserve the shipper's remedy against the particular carrier guilty of the wrong. The statute

here makes that right effective. On the whole, then, it would seem that the liability of the terminal carrier under this statute is not affected by the Carmack Amendment, and that the intention of Congress to exclude the state in regard to this right is not sufficiently clear.

INTOXICATING LIQUORS — SALES — ORDER BY FRIEND WITHIN PROHIBITED TERRITORY. — The defendant, at the request of a neighbor, ordered a quantity of beer to be shipped into a dry county, paying for it himself and delivering it upon its arrival to the neighbor, who repaid him. The defendant had no interest in the beer or profit from the enterprise. He was indicted under a local option law making it an offense "to sell, give away, or furnish" intoxicating liquors to anyone in the local-option area. *Held*, that the defendant may not be convicted. *People* v. *Driver*, 20 Detroit Legal News 17 (Mich. Sup. Ct., March 20, 1913).

One may order liquor shipped to him from outside a local-option area without violating the statute. In the absence of evidence of a contrary intention by the parties, delivery of the goods by the seller to a common carrier for shipment to the buyer transfers title and completes the sale. *Badische Anilin und Soda Fabrick* v. *Basle Chemical Works*, [1898] A. C. 200. Hence there is no sale in the prohibited territory. *Frank* v. *Hoey*, 128 Mass. 263; *State* v. *Wingfield*, 115 Mo. 428, 22 S. W. 363; *Harding* v. *State*, 65 Neb. 238, 91 N. W. 194. There is also no furnishing in the dry county (*Southern Express Co.* v. *State*, 107 Ga. 670, 33 S. E. 637), for title has already passed to the purchaser and one cannot "furnish" the owner with his own goods. What one may do himself he may do by an agent, and a sale to the agent is a sale to the principal. So where one acts merely as agent for another in purchasing liquor outside the local-option area and delivering it to his principal, he is not guilty of any act of sale within the county, although he advances his own money and is afterwards repaid by the principal. *Whitmore* v. *State*, 72 Ark. 14, 77 S. W. 598; *State* v. *Allen*, 161 N. C. 226, 75 S. E. 1082; *People* v. *Tart*, 169 Mich. 586, 135 N. W. 307. The principal case is but an application of the above principles. The agent must act, however, *bonâ fide* as agent for the buyer and not the seller, and without interest in the liquor, or profit from the sale. *State* v. *Gross*, 76 N. H. 304, 82 Atl. 533; *People* v. *Tart*, *supra*. See 11 HARV. L. REV. 468; 13 HARV. L. REV. 609.

JURY — VENIRE: MOTION TO QUASH — DISCRIMINATION AGAINST NEGROES — CONSTITUTIONAL LAW. — Jury commissioners in making up a general venire of three hundred citizens for jury service in a county in Louisiana selected only white men, although about one quarter of the community was negro. The defendant, a negro, moved to quash the general venire. *Held*, that the motion was correctly overruled. *State* v. *Turner*, 63 So. 169 (La.).

This method of selecting a venire has been uniformly upheld unless it has been affirmatively proved by the appellant that actual discrimination on the ground of color took place. *State* v. *West*, 40 So. 920, 116 La. 626; *Miller* v. *Commonwealth*, 127 Ky. 387, 105 S. W. 899. On a motion to quash, the burden of proof is normally on the person asking relief, but the difficulty of affirmatively showing actual discrimination in this class of cases is so great that the suggestion of Mr. Justice Harlan to the effect that where, in a community having a large proportion of negroes, it is shown that the venire is by custom composed exclusively of whites, a *primâ facie* case for discrimination should be raised, seems worthy of consideration. *Neal* v. *Delaware*, 103 U. S. 370. But on the other hand one may argue, as did the court in the principal case, that the jury commissioners, all of whom were white, were probably not discriminating against the negroes, but were of necessity confined to the selection of whites since the law required that they should select for service on the jury